

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T. Bui, Trustee 3750 University Ave., Ste. 670 Riverside, CA 92501 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shbllp.com  Chapter 7 Trustee  <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b>	
In re:  EDDIE HYMON and EARLENE HYMAN,   Debtor(s).	CASE NO.: 6:12-bk-30859-DS CHAPTER: 7  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 01/30/2014	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 01/16/2014

**Description of property to be sold:** Real Property located at 7242 Kittyhawk Street, Fontana, CA 92336

**Terms and conditions of sale:** Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)  
The total consideration to be paid is \$307,291.92 which includes (1) a "carve-out" of \$16,500 to be paid to the Estate by the Buyers, (2) real property taxes, (3) brokerage commissions, (4) closing costs and (5) other monetary obligations the Estate as the seller of the Property would normally need to pay at the close of escrow.  
See attached for more information.

**Proposed sale price:** \$ 307,291.92

**Overbid procedure (if any):** Sale is subject to overbids. See attached for information on submitting overbids.

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**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

January 30, 2014 at 11:00 A.M.

Courtroom 304

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Lynda T. Bui, Chapter 7 Trustee

3750 University Ave., Ste. 670

Riverside, CA 92501

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: trustee.bui@shbllp.com

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Date: 12/24/2013

**ATTACHMENT TO NOTICE  
OF SALE OF ESTATE PROPERTY**

**In re Eddie Hyman and Earlene Hyman**  
**Case No. 6:12-bk-30859-DS**

**Attachment to Notice of Sale of Estate Property:**

**I. INTRODUCTION**

Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Eddie Hyman and Earlene Hyman ("Debtors"), has filed a Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate, to the Highest Bidder, Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and (f), Combined With Notice of Bidding Procedures to be Conducted Prior to the Court Hearing and Request for Approval of Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred ("Sale Motion").

Subject to the Final Bidding Round (defined below) to be conducted by the Trustee or her agent on **January 17, 2014 at 10:00 a.m.**, this is a **short sale** of real property located at 7242 Kittyhawk Street, Fontana, California 92336 ("Property"). The Trustee proposes to conduct the short sale free and clear of liens under Bankruptcy Code sections 363(f)(1), (2) and (5).

The Trustee has received an offer from Allan Hong and Tranh Nguyen<sup>1</sup> (collectively, "Buyer") to purchase the Property free and clear of all liens for total consideration of \$307,040.33, which includes a discounted payoff to the senior lienholder<sup>2</sup> of at least \$251,727.43 (which has been approved by the lienholder), a

<sup>1</sup> Based on an Addendum to the Purchase Agreement, the buyer will be Phong N. Nguyen and the down payment shall be increased to \$120,000.

<sup>2</sup> As set forth below, the preliminary title report on the Property indicates the senior lienholder is Wells Fargo Bank, National Association, as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns Mortgage Funding Trust 2006-AR3 Mortgage Pass-Through Certificates, Series 2006-AR3. The Debtors' Schedules indicate that the senior lienholder is Chase. The preliminary title report indicates the junior lienholder is U.S. Bank National Association, as Trustee, Successor in interest to Bank of America, National Association as Trustee as Successor by merger to Lasalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Mortgage Funding Trust 2006-SL4, Mortgage-Backed Certificates, Series 2006-SL4. The Debtors' Schedules indicate that the junior lienholder is Chase.

1 discounted payoff to the holder of a junior lien of \$8,500, and a bankruptcy fee “carve-  
2 out” of \$16,500 to be paid to the Estate and numerous other costs.<sup>3</sup>

3 This is a true short sale as the total consideration is less than the total amount  
4 owed to the senior lienholder. **As set forth in the Declaration of Lynda T. Bui (“Bui  
5 Declaration”) annexed to the Sale Motion, the short sale and discounted payoff  
6 amount to both the senior lienholder and the junior lienholder was approved in  
7 writing by Chase and was effective through December 6, 2013. The Trustee’s  
8 Broker is in the process of obtaining an updated approval letter from Chase and  
9 anticipates receipt of same prior to the hearing on the Sale Motion.** Based on  
10 Chase’s previous approval of the short sale and discounted payoff, the Trustee believes  
11 that the senior lienholder will have no objection to the Sale Motion. The Trustee  
12 understands (and is customary in the short sale industry) that at closing, the senior  
13 lienholder may want to change and/or negotiate the final allowed or disallowed costs  
14 and/or the final payoff to the lender. Provided that the Estate receives the \$16,500  
15 carve-out at closing (or an amount as increased by any overbid), the Trustee requests  
16 authorization to work with and agree with the senior lienholder to resolve the allowance  
17 and disallowance of costs and/or payoff amounts as part of the escrow closing without  
18 the need for further notice, hearing or Court order. With the senior lienholder payoff  
19 increasing every month, the Trustee believes that the sale must not be delayed and the  
20 Property must be sold as soon as possible in order to maximize the benefit for the  
21 Estate.

22 If this Sale Motion is not approved, any and all benefit to the Estate will be  
23 completely lost as it is likely that the senior lienholder will foreclose on the Property on  
24 account of its underwater status and the delinquent obligations. As will be discussed  
25 further below, the Trustee believes that good cause exists to grant the Sale Motion so  
26 the Trustee does not lose this favorable business opportunity.

27  
28 <sup>3</sup> Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 **II. RELEVANT FACTS**

2 **A. Case Commencement**

3 The Debtors commenced their bankruptcy case under Chapter 7 by filing a  
4 Voluntary Petition on September 10, 2012.

5 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the  
6 Debtors' Estate.

7 **B. The Property**

8 An "asset"<sup>4</sup> of the Estate is the Debtors' interest in the Property located in San  
9 Bernardino County at 7242 Kittyhawk Street, Fontana, California 92336. The Property  
10 is legally described as stated in the Preliminary Title Report dated April 26, 2013, a true  
11 and correct copy of which is attached as **Exhibit 1** to the Bui Declaration annexed to the  
12 Sale Motion.

13 In their Schedules, the Debtors valued the Property at \$230,000 and listed a lien  
14 in favor of Chase in the amount of \$436,625. The Debtors have not claimed an  
15 exemption in the Property and the Property is not listed as being the Debtors' residence.  
16 True and correct copies of the Debtors' Schedules A, C and D which are attached as  
17 **Exhibit 2** to the Bui Declaration annexed to the Sale Motion.

18 **C. Employment of Real Estate Broker**

19 On November 6, 2012, the Trustee filed an application to employ Kristian Peter  
20 of San Diego REO Specialists as her real estate broker ("Broker") ("Employment  
21 Application") (docket number 15) to assist her with effectively listing and marketing the  
22 Property for sale, as well as negotiating a short sale with the secured lender and sale  
23 price to prospective buyers to provide a benefit to the Estate. The listing agreement  
24 called for real estate commission to be paid of six percent of the sale price (includes  
25 fees for short sale negotiation). The Employment Application was approved pursuant  
26 to Court order entered on December 3, 2012 (docket number 18).

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28 <sup>4</sup> It should be noted that on its face, the Property has no equity. Through Trustee's and  
her Broker's hard work, the Trustee has created an "asset" of a case that is otherwise is a no  
"asset" case.

1 **D. Basis for the Value of the Property**

2 The Broker has more than ten years of experience in the sale of real property as  
3 well as property valuations and is familiar with valuing real property in today's economic  
4 environment. The Broker listed the Property on the MLS for \$230,00 (the Debtors'  
5 scheduled value).

6 From his over ten years of experience with short sales, the Broker is aware that  
7 the lenders will often obtain their own appraisals or otherwise determine the fair market  
8 value of the subject real property before approving the short sale. It is also not  
9 uncommon for lenders to counter with the price they obtained the appraisal for if it is  
10 higher than the offer price. In this case, the short sale and approved discounted payoff  
11 of a minimum of \$250,704.57 was approved in writing by Chase and was effective  
12 through December 6, 2013. The Trustee's Broker is in the process of obtaining an  
13 updated approval letter from Chase and anticipates receipt of same prior to the hearing  
14 on the Sale Motion. As such, the Broker believes that Chase obtained its own appraisal  
15 of the Property – and already determined the fair market value – before approving the  
16 short sale herein.

17 **E. Marketing of the Property for Sale**

18 The Property has been on the market for over four months. Following the listing  
19 of the Property for sale on the MLS, realtors and potential buyers were encouraged to  
20 present all offers. There were at least fifteen inquiries and nine offers received. The  
21 Broker reviewed all initial purchase offers for the Property. Following the review of the  
22 multiple offers, the Broker sent out requests to all interested parties and/or their agents  
23 to submit the highest and best bids for the Property. The Buyer's offer is the highest  
24 and best offer received by the Trustee following the Broker's bidding process.

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**F. Liens and Encumbrances Against the Property and Their Proposed Treatment Through the Sale**

The Trustee has reviewed the Preliminary Title Report attached as **Exhibit 1** to the Bui Declaration annexed to the Sale Motion. From the Debtors' Schedules and the Preliminary Title Report the Trustee believes that the total liens against the Property exceed \$536,766. The following chart sets forth and accounts for all of the recorded liens and encumbrances against the Property described in the Preliminary Title Report and their proposed treatment through the sale:

<u>Creditor</u> <sup>5</sup>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
San Bernardino County Treasurer and Tax Collector	Real property taxes	\$2,548.90 (pro-rata taxes)	\$2,548.90	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Chase	Current beneficiary of a first priority deed of trust recorded August 9, 2006, recording number 2006-541827. Listed in the Debtors' Schedules as being owed \$436,625.	\$436,625.00	At least \$251,727.43 (consented)	This lien will be paid through escrow on the sale of the Property in the amount approved by Chase. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b><u>not</u></b> attach to the sale proceeds.

<sup>5</sup> The preliminary title report on the Property indicates the senior lienholder is Wells Fargo Bank, National Association, as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns Mortgage Funding Trust 2006-AR3 Mortgage Pass-Through Certificates, Series 2006-AR3. The Debtors' Schedules indicate that the senior lienholder is Chase. The preliminary title report indicates the junior lienholder is U.S. Bank National Association, as Trustee, Successor in interest to Bank of America, National Association as Trustee as Successor by merger to Lasalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Mortgage Funding Trust 2006-SL4, Mortgage-Backed Certificates, Series 2006-SL4. The Debtors' Schedules indicate that the junior lienholder is Chase.



<u>Creditor</u> <sup>5</sup>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
Chase	Current beneficiary of a second priority deed of trust recorded August 9, 2006, recording number 2006-0541828. Listed in the Debtors' Schedules as being owed \$100,141.	\$100,141.00	\$8,500.00 (consented)	This lien will be paid through escrow on the sale of the Property in the amount approved by Chase. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.
City/Town of Fontana	Lien recorded October 5, 2012, recording number 2012-0413374 in the amount of \$102.42	\$102.42	\$102.42	This lien will be paid through escrow on the sale of the Property. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will <b>not</b> attach to the sale proceeds.

**G. Summary of the Purchase Offer and Summary of the Sale Terms**

The Trustee has received the highest and best offer from the Buyer to purchase the Property for the total consideration of \$307,040.33, which includes (1) an approved discounted payoff to the senior lienholder of at least \$251,727.43, (2) an approved discounted payoff to the junior lienholder of \$8,500.00, (3) a bankruptcy fee "carve-out" of \$16,500 to be paid to the Estate, (4) real property taxes, (5) brokerage commissions, (6) closing costs, and (7) other monetary obligations the Trustee on behalf of the Estate as the seller of the Property would normally need to pay at the close of escrow.<sup>6</sup> This is a true short sale as the carve-out for the Estate and the other costs of sale will be from funds that would otherwise go to the senior lienholder on the Property based on the large debt it is owed.

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<sup>6</sup> Except for the carve-out, all other costs are subject to final acceptance and approval by the senior lienholder.

Attached as **Exhibit 3** to the Bui Declaration annexed to the Sale Motion is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendum (collectively, the "Agreement") for which the Trustee is seeking Court approval. Attached as **Exhibit 4** to the Bui Declaration annexed to the Sale Motion is a true and correct copy of the HUD-1 estimated settlement statement for the transaction.

A summary<sup>7</sup> of the terms and highlights of the Agreement between the Trustee and the Buyer are discussed below:

Buyer:	Phong N. Nguyen
Purchase Price:	Purchase price of \$285,000. In addition, the Buyer will pay (1) a carve-out payment of \$16,500 to the Estate, and (2) all closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes).  <b>Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$307,040.33.</b>
Escrow Holder and Escrow Closing Date:	The escrow holder shall be First California Escrow, 1110 Camino Del Mar, Suite G, Del Mar, CA 92104. Escrow is scheduled to close as soon as possible after Court approval of the sale.

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<sup>7</sup> The summary and discussion are not meant to be a complete review of every provision of the Agreement.

Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission)	<ul style="list-style-type: none"> <li>Outstanding real property taxes shall be paid.<sup>9</sup></li> <li>At least \$251,727.43 to Chase in full satisfaction of the first priority lien.</li> <li>\$8,500.00 to Chase in full satisfaction of the second priority lien.</li> <li>6% broker's commission, or \$17,100.00, to be split between the Trustee's Broker and the Buyer's real estate broker as follows: Trustee's Broker, Kristian Peter of San Diego REOS Specialists in the amount of \$11,400.00 and Buyer's real estate broker, Phuoc Huynh of HP Realty in the amount of \$5,700.00.</li> <li>\$16,500 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate inter alia for its efforts in connection with the sale of the Property.</li> <li>Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder.</li> <li>Payment of the balance of the sale proceeds, if any, to Chase. However, if the sale of the Property closes on a successful overbid, subject to Court and lender approvals, the lender and the Trustee will split the excess net sale proceeds beyond that of the Buyer's purchase offer.</li> </ul>
Bankruptcy Court Approval	The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Sale Motion.
Final Approval From Lender	Except for the carve-out to the Estate, all other costs are subject to final acceptance and approval by Chase.
Terms of Sale - Purchase Without Warranties	Buyer acknowledges that Buyer is purchasing the Property from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the property or the quality of the title thereto, or any other matters relating to the Property. Buyer represents and warrants that Buyer is purchasing the Property as a result of its own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, Buyer forever waives, for itself, its heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, the law firm for which she is associated, her agents and employees, arising or which might otherwise arise in the future concerning the Property.

<sup>8</sup> If necessary, given that this is a short sale, the Trustee may be seeking a carve-out from the Broker to make sure that there will be sufficient funds in the Estate to make a meaningful distribution.

<sup>9</sup> All real property taxes and assessments for the current tax year shown in the current county tax bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer.

1 2 3 4 5	Terms of Sale - Free and Clear of Liens and Encumbrances	The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances.  Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the residual sale proceeds, <b>if any</b> , (but excluding the Estate's carve-out amount of \$16,500) that may be generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.
6 7 8	Terms of Sale - Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
9 10 11	Terms of Sale - Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

#### 13 **H. Tax Consequences**

14 This is a short sale. The sale will be for less than the Debtors' original purchase  
15 price and improvement costs attributed to the Property. It is anticipated that there will  
16 be no tax liability generated from the sale.

#### 17 **I. Notice of Bidding Date and Deadline, Bidding Procedures and Process for** 18 **Closing on the Sale Transaction**

19 To ensure that the Estate and the senior lienholder receive the most value for the  
20 Property, the Trustee seeks approval of and will be utilizing the following reasonable  
21 and comprehensive bidding procedures ("Bidding Procedures"):

##### 22 **1. Qualified Bidders and Bid Deadline.**

23 To qualify and be a Qualified Bidder, an interested buyer must do the following:

24 • Submit in writing and be received by the Trustee to the attention of Lynda  
25 T. Bui on or before **4:00 p.m. (California time) January 14, 2014 (2 business days**  
**before the Final Bidding Round date of January 17, 2014)** the interested buyer's  
intent to participate in the overbidding process.

26 • Submit an overbid in writing of at least \$10,000 over the consideration  
27 offered by the Buyer, or a total consideration of \$317,040.33. **The bid shall also be**  
**without contingencies other than Bankruptcy Court approval for the sale. In**  
28 **other words, the Qualified Bidder shall have conducted its own inspection of the**  
**Property.**

• The overbid must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

• **The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder's ability to qualify as the purchaser of Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.**

2. Bidding Terms and Final Bidding Round.

• The initial bid price shall be at least **\$10,000 over the consideration offered by the Buyer, or a total consideration of \$317,040.33.** Minimum bid increments thereafter shall be \$2,000.

• The Qualified Bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Buyer's Agreement, including closing on the sale in the same time parameters as the Buyer.

• All competing bids must acknowledge that the Property is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bid buyer must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

• If overbids are received from one or more Qualified Bidders, in order to allow all Qualified Bidders and Buyer to increase their bids, a final bidding round shall be conducted by the Trustee or her agent on **January 17, 2014 at 10:00 a.m.**, at the law offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite 600, Irvine, CA 92618 ("Final Bidding Round").

• At the Final Bidding Round, all Qualified Bidders will be permitted to increase their bids. The bidding shall start at the price proposed to be paid in the highest Qualified Bid, as determined in Trustee's sole discretion, and continue in increments of at least \$2,000.

• The Trustee may adopt rules for the bidding process at the Final Bidding Round that, in her reasonable judgment, will better promote the goals of the bidding process. All such rules will provide that: (i) the procedures must be fair and open, with no participating Qualified Bidder disadvantaged in any material way as compared to any other Qualified Bidder, (ii) all bids shall be made and received in one room, on an open basis, and all other bidders shall be entitled to be present for all bidding with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each bid will be fully disclosed to all other bidders throughout the entire open bidding process, and (iii) no Qualified Bidder will be permitted more than five minutes to respond to the previous bid at the open Final

Bidding Round, and failure to respond within such time period shall disqualify such bidder from further eligibility to bid at the open Final Bidding Round.

- Only a Qualified Bidder who has submitted a bid is eligible to participate at the open Final Bidding Round.

- At the Final Bidding Round, the Trustee shall (i) review each overbid on the basis of financial and contractual terms, fewest contingencies, factors relevant to the sale process including length of time to close sale, highest non-refundable deposit, and factors affecting the speed and certainty of consummating the sale, and (ii) in the exercise of the Trustee's business judgment, identify the Qualified Bidder who has made the highest and best offer to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder"). In addition, to identifying the Successful Bidder, the Trustee may identify at least two-back up bids (the "First Back-Up Bidder" and "Second Back-Up Bidder").

- The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

### 3. Court Approval of the Sale Transaction and Closing.

- At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder and if applicable, approval of the bids received from the First Back-Up Bidder and Second Back-Up Bidder.

- The hearing on the Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Sale Motion.

- In the event the Successful Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's deposit and will be released from her obligation to sell the Property to the Successful Bidder and the Trustee may then sell the Property to the First Back-Up Bidder selected by the Trustee and approved by the Court at the hearing on the Sale Motion.

- In the event First Back-Up Bidder fails to close on the sale of the Property within the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's deposit and will be released from her obligation to sell the Property to the First Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder selected by the Trustee and approved by the Court at the hearing on the Sale Motion.

**Any questions regarding the Bidding Procedures should be directed to the Trustee at 3750 University Avenue, Suite 670, Riverside, CA 92501; telephone 949-340-3400; facsimile 949-340-3000 or email at [trustee.bui@shbllp.com](mailto:trustee.bui@shbllp.com).**

The Bidding Procedures are fair and intended to provide for a "level playing field" for all prospective bidders. The Bidding Procedures establish a reasonable but expeditious timeline for allowing the Trustee to give notice of the proposed sale and

1 qualified bidders to conduct reasonable due diligence and submit competing offers,  
2 thereby potentially generating additional value for the Property. As such, the Bidding  
3 Procedures should be approved.

4 Subject to Court and lender approvals, the lender and the Trustee will split the  
5 excess net sale proceeds in the event the sale of the Property closes on a Successful  
6 Bidder.

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **December 24, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Request for Notice:** Patti H Bass ecf@bass-associates.com
- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shblp.com, C115@ecfcbis.com
- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.ltranbui@shblp.com, C115@ecfcbis.com
- **Attorney for Debtors:** Ashleigh D Noda courtfiling@np-attorneys.com
- **Interested Party:** United States Trustee (RS) ustregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **December 24, 2013**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **December 24, 2013**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Judge's Copy (via Messenger)**

U.S. Bankruptcy Court  
Attn: Honorable Deborah J. Saltzman  
3420 Twelfth Street, Bin Outside of Courtroom 304  
Riverside, CA 92501-3819

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**December 24, 2013**  
Date

**Erlanna Lohayza**  
Printed Name

**/s/ Erlanna Lohayza**  
Signature



**U.S. MAIL SERVICE LIST**

**Buyer**

Phong N. Nguyen  
723 Indian Hill Blvd.  
Pomona, CA 91767

**Buyer's Broker**

Phudc Huynh  
HP Realty  
723 Indian Hill Boulevard  
Pomona, CA 91767

**Trustee's Broker**

Kristian Peter  
SDREOS  
2433 Fenton Street, Suite B  
Chula Vista, CA 91914

**Secured Party**

San Bernardino County Treasurer and Tax Collector  
172 West Third Street, First Floor  
San Bernardino, CA 92415-0360

**Secured Party**

Chase  
Attn: Short Sales  
Mail Code: OH4-7133  
3415 Vision Drive  
Columbus, OH 43219-6009

**Secured Party**

Chase  
P.O. Box 469030  
Glendale, CO 80246

**Lienholder**

City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335

**CONTINUED ON FOLLOWING PAGE**

**U.S. MAIL SERVICE LIST CONTINUED.**

**DEBTORS**

EDDIE HYMON  
EARLENE HYMAN  
10911 SPYGLASS DR  
RANCHO CUCAMONGA, CA  
91730

**REQUEST FOR NOTICE**

CAPITAL ONE, N.A.  
BASS & ASSOCIATES, P.C.  
3936 E. FT. LOWELL ROAD,  
SUITE #200  
TUCSON, AZ 85712

**PROOF OF CLAIM ADDRESS**

AMERICAN INFOSOURCE LP AS  
AGENT FOR TD BANK, USA  
PO BOX 248866  
OKLAHOMA CITY, OK 73124-  
8866

**COURT NOTICING MATRIX**

BANK OF AMERICA  
PO BOX 660576  
DALLAS, TX 75266-0576

**COURT NOTICING MATRIX**

BANK OF AMERICA HOME  
LOANS  
PO BOX 5170  
SIMI VALLEY, CA 93062

**COURT NOTICING MATRIX**

BARCLAYS BANK DELAWARE  
125 S WEST ST  
WILMINGTON, DE 19801

**COURT NOTICING MATRIX**

BARCLAYS BANK DELAWARE  
PO BOX 8833  
WILMINGTON, DE 19899-8833

**COURT NOTICING MATRIX**

BLOOMINGDALES  
PO BOX 183083  
COLUMBUS, OH 43218-3083

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 10327  
JACKSON, MS 39289

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 5235  
CAROL STREAM, IL 60197

**PROOF OF CLAIM ADDRESS**

CAPITAL RECOVERY V, LLC  
C/O RECOVERY MANAGEMENT  
SYSTEMS CORP  
25 SE 2ND AVENUE, SUITE 1120  
MIAMI, FL 33131-1605

**COURT NOTICING MATRIX**

CHASE  
PO BOX 15299  
WILMINGTON, DE 19850-5299

**ATTORNEYS FOR THE DEBTORS**

ASHLEIGH D. NODA  
NICASTRO PISCOPO APLC  
575 ANTON BLVD STE 1050  
COSTA MESA, CA 92626

**COURT NOTICING MATRIX**

AHM  
1220 OLD ALPHARETTA ROAD  
ALPHARETTA, GA 30005

**COURT NOTICING MATRIX**

BANK OF AMERICA  
PO BOX 15019  
WILMINGTON, DE 19886

**COURT NOTICING MATRIX**

BANK OF AMERICA HOME LOANS  
4161 PIEDMONT PKWY  
GREENSBORO, NC 27410

**COURT NOTICING MATRIX**

BANK OF AMERICA HOME LOANS  
PO BOX 941633  
SIMI VALLEY, CA 93094

**COURT NOTICING MATRIX**

BARCLAYS BANK DELAWARE  
PO BOX 13337  
PHILADELPHIA, PA 19101-3337

**COURT NOTICING MATRIX**

BEST BUY  
PO BOX 15521  
WILMINGTON, DE 19850

**COURT NOTICING MATRIX**

BLOOMINGDALES USA  
PO BOX 8097  
MASON, OH 45040

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY, UT 84130-0285

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 30285  
SAL LAKE CITY, UT 84130-0285

**COURT NOTICING MATRIX**

CHASE  
800 BROOKSEGE BLVD  
WESTERVILLE, OH 43081

**COURT NOTICING MATRIX**

CHASE  
PO BOX 24696  
COLUMBUS, OH 43224

**INTERESTED PARTY**

UNITED STATES TRUSTEE (RS)  
3801 UNIVERSITY AVENUE, SUITE  
720  
RIVERSIDE, CA 92501-3200

**COURT NOTICING MATRIX**

AMERICAN EXPRESS  
PO BOX 981537  
EL PASO, TX 79998

**COURT NOTICING MATRIX**

BANK OF AMERICA  
PO BOX 21848  
GREENSBORO, NC 27420

**COURT NOTICING MATRIX**

BANK OF AMERICA HOME LOANS  
450 AMERICAN ST  
SIMI VALLEY, CA 93065

**COURT NOTICING MATRIX**

BANK OF THE WEST  
2527 CAMINO RAMON  
SAN RAMON, CA 94583

**COURT NOTICING MATRIX**

BARCLAYS BANK DELAWARE  
PO BOX 8802  
WILMINGTON, DE 19899-8802

**COURT NOTICING MATRIX**

BLOOMINGDALES  
PO BOX 8053  
MASON, OH 45040

**COURT NOTICING MATRIX**

CAL STATE  
PO BOX 3176  
WINSTON SALEM, NC 27102

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 93016  
LONG BEACH, CA 90809

**PROOF OF CLAIM ADDRESS**

CAPITAL ONE BANK (USA), N.A.  
PO BOX 71083  
CHARLOTTE, NC 28272-1083

**COURT NOTICING MATRIX**

CHASE  
PO BOX 15298  
WILMINGTON, DE 19850-5298

**COURT NOTICING MATRIX**

CHEVRON  
4125 WINDWARD PLZ  
ALPHARETTA, GA 30005

**COURT NOTICING MATRIX**

CHEVRON  
PO BOX 530950  
ATLANTA, GA 30353-0950

**COURT NOTICING MATRIX**

CITI CARDS  
PO BOX 6500  
SIOUX FALLS, SD 57117

**COURT NOTICING MATRIX**

DISCOVER  
PO BOX 30421  
SALT LAKE CITY, UT 84130-0421

**COURT NOTICING MATRIX**

DISCOVER FINANCIAL  
SERVICES  
PO BOX 3025  
NEW ALBANY, OH 43054-3025

**COURT NOTICING MATRIX**

EMC MORTGAGE  
CORPORATION  
800 STATE HIGHWAY 121  
BYPASS  
LEWISVILLE, TX 75067

**PROOF OF CLAIM ADDRESS**

FIA CARD SERVICES, N.A.  
4161 PIEDMONT PKWY  
NC4 105 03 14  
GREENSBORO, NC 27410

**COURT NOTICING MATRIX**

GE MONEY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061

**COURT NOTICING MATRIX**

JC PENNEY  
PO BOX 960090  
ORLANDO, FL 32896

**COURT NOTICING MATRIX**

MARY CANNON  
10911 SPYGLASS DR  
RANCHO CUCAMONGA, CA  
91730

**COURT NOTICING MATRIX**

NORDSTROM  
PO BOX 6555  
ENGLEWOOD, CO 80155

**COURT NOTICING MATRIX**

OLD REPUBLIC DEFAULT  
MANAGEMENT SERVICES  
PO BOX 250  
ORANGE, CA 92856

**PROOF OF CLAIM ADDRESS**

REAL TIME RESOLUTIONS, INC.  
1349 EMPIRE CENTRAL, SUITE  
150  
PO BOX 36655  
DALLAS, TX 75247-4029

**COURT NOTICING MATRIX**

CITI  
CARD SERVICE CENTER  
PO BOX 6500  
SIOUX FALLS, SD 57117-6500

**COURT NOTICING MATRIX**

CITIBANK  
PO BOX 6248  
SIOUX FALLS, SD 57117-6248

**COURT NOTICING MATRIX**

DISCOVER  
PO BOX 52145  
PHOENIX, AZ 85072-2145

**PROOF OF CLAIM ADDRESS**

ECAST SETTLEMENT CORP.,  
ASSIGNEE OF CAPITAL ONE, N.A.  
BASS & ASSOCIATES, P.C.  
3936 E. FT. LOWELL ROAD, SUITE  
#200  
TUCSON, AZ 85712

**COURT NOTICING MATRIX**

EQUIFAX CREDIT INFORMATION  
INC  
PO BOX 740241  
ATLANTA, GA 30374

**COURT NOTICING MATRIX**

FRANK A FINAZZO, DDS INC  
17113 ARROW BLVD  
FONTANA, CA 92335

**COURT NOTICING MATRIX**

GE MONEY BANK  
PO BOX 981127  
EL PASO, TX 79998-1127

**COURT NOTICING MATRIX**

LOWES  
PO BOX 103104  
ROSWELL, GA 30076

**COURT NOTICING MATRIX**

MASTERCARD  
PO BOX 80045  
SALINAS, CA 93912

**PROOF OF CLAIM ADDRESS**

NORDSTROM  
PO BOX 6566  
ENGLEWOOD, CO 80155

**PROOF OF CLAIM ADDRESS**

PYOD, LLC ITS SUCCESSORS AND  
ASSIGNS AS ASSIGNEE OF  
CITIBANK, N.A.  
RESURGENT CAPITAL SERVICES  
PO BOX 19008  
GREENVILLE, SC 29602

**COURT NOTICING MATRIX**

SAKS FIFTH AVENUE  
PO BOX 10298  
JACKSON, MS 39289

**COURT NOTICING MATRIX**

CITI  
PO BOX 6241  
SIOUX FALLS, SD 57117

**COURT NOTICING MATRIX**

CITIBANK  
PO BOX 790110  
SAINT LOUIS, MO 63179

**COURT NOTICING MATRIX**

DISCOVER FINANCIAL SERVICES  
PO BOX 15316  
WILMINGTON, DE 19850

**COURT NOTICING MATRIX**

EMC MORTGAGE  
PO BOX 293150  
LEWISVILLE, TX 75029-3150

**COURT NOTICING MATRIX**

EXPERIAN  
2220 RITCHEY ST  
SANTA ANA, CA 92705-5308

**COURT NOTICING MATRIX**

GE MONEY  
PO BOX 960013  
ORLANDO, FL 32896

**COURT NOTICING MATRIX**

LOWES  
PO BOX 965005  
ORLANDO, FL 32896

**COURT NOTICING MATRIX**

NEIMAN MARCUS  
PO BOX 729080  
DALLAS, TX 75372

**COURT NOTICING MATRIX**

NORDSTROM  
PO BOX 79137  
PHOENIX, AZ 85062-9137

**COURT NOTICING MATRIX**

REAL TIME RESOLUTIONS  
1750 REGAL ROW  
DALLAS, TX 75235

**COURT NOTICING MATRIX**

SAKS FIFTH AVENUE  
PO BOX 49353  
SAN JOSE, CA 95161

**COURT NOTICING MATRIX**

SALLIE MAE  
PO BOX 9500  
WILKES BARRE, PA 18773

**COURT NOTICING MATRIX**

SEARS  
PO BOX 6282  
SIOUX FALLS, SD 57117

**COURT NOTICING MATRIX**

TARGET  
PO BOX 1581  
MINNEAPOLIS, MN 55440

**COURT NOTICING MATRIX**

US AIRWAYS DIVIDEND MILES  
PO BOX 13337  
PHILADELPHIA, PA 19101

**COURT NOTICING MATRIX**

US DEPARTMENT OF  
EDUCATION  
PO BOX 530260  
ATLANTA, GA 30353-0260

**COURT NOTICING MATRIX**

U S DEPARTMENT OF  
EDUCATION  
PO BOX 5609  
GREENVILLE, TX 75403-5609

**COURT NOTICING MATRIX**

WELLS FARGO BANK  
PO BOX 10438  
DES MOINES, IA 50306

**NOTICE PURPOSES**

CALIFORNIA FRANCHISE TAX  
BOARD  
BANKRUPTCY SECTION, MS: A-  
340  
PO BOX 2952  
SACRAMENTO, CA 95812-2952

**DUPLICATE**

**COURT NOTICING MATRIX**

CHASE  
PO BOX 15298  
WILMINGTON, DE 19850

**RETURN TO SENDER**

**COURT NOTICING MATRIX**

GMAC  
PO BOX 12699  
GLENDALE, AZ 85318

**RETURN TO SENDER - NOT**

**DELIVERABLE AS ADDRESSED**

**COURT NOTICING MATRIX**

SAMS CLUB  
PO BOX 981400  
EL PASO, TX 79998

**PROOF OF CLAIM ADDRESS**

SALLIE MAE  
C/O SALLIE MAE INC.  
220 LASLEY AVE  
WILKES BARRE, PA 18706

**COURT NOTICING MATRIX**

SHAIN HYMON  
7242 KITTYHAWK ST  
FONTANA, CA 92336

**COURT NOTICING MATRIX**

TARGET  
PO BOX 660170  
DALLAS, TX 75266

**COURT NOTICING MATRIX**

US DEPARTMENT OF EDUCATION  
400 MARYLAND AVE  
WASHINGTON, DC 20202

**COURT NOTICING MATRIX**

US DEPARTMENT OF EDUCATION  
PO BOX 9435  
WILKES BARRE, PA 18773

**COURT NOTICING MATRIX**

VISA  
PO BOX 220  
WEST COVINA, CA 91793

**COURT NOTICING MATRIX**

WINNING SMILES  
17113 ARROW BLVD  
FONTANA, CA 92335

**RETURNED MAIL**

**RETURN TO SENDER**

**COURT NOTICING MATRIX**

CAPITAL ONE  
PO BOX 85520  
RICHMOND, VA 23285

**RETURN TO SENDER - NOT**

**DELIVERABLE AS ADDRESSED**

**COURT NOTICING MATRIX**

JC PENNEYS  
PO BOX 984100  
EL PASO, TX 79998

**DUPLICATE**

**COURT NOTICING MATRIX**

US DEPARTMENT OF EDUCATION  
PO BOX 5609  
GREENVILLE, TX 75403

**COURT NOTICING MATRIX**

SEARS  
1500 BOLTONFIELD ST  
COLUMBUS, OH 43228

**COURT NOTICING MATRIX**

STARWOOD VACATION OWNER  
9002 SAN MARCO CT  
ORLANDO, FL 32819

**COURT NOTICING MATRIX**

TRANSUNION CONSUMER  
SOLUTIONS  
PO BOX 2000  
CRUM LYNNE, PA 19022-2000

**COURT NOTICING MATRIX**

US DEPARTMENT OF EDUCATION  
DIRECT LOAN SERVICING  
CENTER  
PO BOX 5609  
GREENVILLE, TX 75403-5809

**COURT NOTICING MATRIX**

US DEPARTMENT OF EDUCATION  
PREMIERE CREDIT OF NORTH  
AMERICA  
PO BOX 19289  
INDIANAPOLIS, IN 46219

**COURT NOTICING MATRIX**

WALMART  
PO BOX 103027  
ROSWELL, GA 30076

**NOTICE PURPOSES**

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY  
OPERATIONS  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

**DUPLICATE**

**COURT NOTICING MATRIX**

BANK OF AMERICA  
PO BOX 660576  
DALLAS, TX 75244

**RETURN TO SENDER - NOT**

**DELIVERABLE AS ADDRESSED**

**COURT NOTICING MATRIX**

GE MONEY  
PO BOX 981422  
EL PASO, TX 79996

**RETURN TO SENDER**

**COURT NOTICING MATRIX**

SAKS FIFTH AVENUE  
PO BOX 60151  
CITY OF INDUSTRY, CA 91716

**DUPLICATE**

**COURT NOTICING MATRIX**

US AIRWAYS  
PO BOX 13337  
PHILADELPHIA, PA 19101

**RETURNED TO SENDER - NOT  
DELIVERABLE AS ADDRESSED  
COURT NOTICING MATRIX**

WALMART  
PO BOX 981400  
EL PASO, TX 79998

**RETURN TO SENDER  
COURT NOTICING MATRIX**

BANK OF THE WEST  
PO BOX 4024

**RETURNED TO SENDER - NOT  
DELIVERABLE AS ADDRESSED  
COURT NOTICING MATRIX**

HSBC  
1405 FOULK ROAD  
WILMINGTON, DE 19808

**RETURN TO SENDER  
COURT NOTICING MATRIX**

US DEPT ED  
PO BOX 7202  
UTICA, NY 13504-7202

**RETURN TO SENDER  
COURT NOTICING MATRIX**

BANK OF AMERICA  
DE5-019-03-07  
NEWARK, DE 19714

**SEE NEW COUNSEL 12-10-13  
ATTORNEYS FOR THE DEBTORS**

LESLIE M KLOTT  
NICASTRO PISCOPO APLC  
575 ANTON BLVD STE 1050  
COSTA MESA, CA 92626